

RESOLUTION AGREEMENT

This Agreement is entered into this 19th day of June 2019 between Daleville Community School Corporation ("DCS") and Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual School and Indiana Virtual Pathways Academy (the "Foundation"), collectively referred to herein as the "Parties".

WHEREAS, on July 22, 2015, Daleville Community School Corporation (as "Sponsor") and Indiana Virtual School (as "Organizer") entered into a Charter School Agreement (the "IVS Charter Agreement") wherein Daleville Community School Corporation granted a Charter to Indiana Virtual School for the maintenance and operation of Indiana Virtual School ("IVS"), with a term of July 22, 2015 through August 14, 2020;

WHEREAS, Indiana Virtual Education Foundation, Inc. is the successor entity of Indiana Virtual School and is the Organizer subject to the terms and conditions of the IVS Charter Agreement;

WHEREAS, on August 7, 2017, Daleville Community School Corporation (as "Sponsor") and Indiana Virtual Education Foundation, Inc. (as "Organizer") entered into a Charter School Agreement (the "IVPA Charter Agreement") wherein Daleville Community School Corporation granted a Charter to Indiana Virtual Education Foundation, Inc. for the maintenance and operation of Indiana Virtual Pathways Academy ("IVPA"), with a term of August 7, 2017 through August 14, 2022;

WHEREAS, on February 26, 2019, Daleville Community School Corporation issued Notices of Revocation to IVS and IVPA pursuant to Section 14.5 of the IVS Charter Agreement and Section 14.5 of the IVPA Charter Agreement and pursuant to Indiana Code § 20-24-4-3(b) and § 20-24-9-4 (the "Revocation Notices");

WHEREAS, pursuant to Section 14.5 of the IVS Charter Agreement and Section 14.5 of the IVPA Charter Agreement "the Organizer must respond in writing" to the Revocation Notices, the original deadline for which was set as March 19, 2019, and the Daleville Community School Corporation Board of Trustees ("DCS Board") by vote taken at a public meeting on March 25, 2019 extended the deadline for written response to June 5, 2019;

WHEREAS, pursuant to Indiana Code § 20-24-4-3(b)(3), Daleville Community School Corporation must "provide the organizer with an opportunity to submit documents and give testimony in support of the continuation of the charter school at a proceeding held for that purpose" and this proceeding, originally scheduled for April 1, 2019, was rescheduled to June 19, 2019 by Daleville Community School Corporation Board of Trustees by vote taken at a public meeting on March 25, 2019;

WHEREAS, the Foundation has elected to voluntarily close IVS and IVPA as more fully set forth in this Agreement, which election shall eliminate the necessity of moving forward with the revocation proceedings, including the June 19, 2019 public meeting on the question of revocation of the IVS and IVPA Charters;

WHEREAS, the Parties hereto desire to memorialize the terms and conditions of their agreement and understanding on the matters set forth herein, which relate to the Charter School Agreements for IVS and IVPA;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. **Effective Date.** This Resolution Agreement shall be effective as of the date when all of the following has occurred: (1) each party has executed this Resolution Agreement by the signature of a duly authorized representative; (2) this Resolution Agreement has been approved by the DCS Board; (3) this Resolution Agreement has been approved by the Board of IVS; (4) this Resolution Agreement has been approved by the Board of IVPA; and (5) this Resolution Agreement has been approved by the Board of the Foundation.
2. **No Admission of Liability.** This Agreement does not constitute an admission by any Party hereto that any of its acts or omissions were in violation of any contract or agreement or of any local, state or federal laws, statutes, regulations, ordinances or constitutions or susceptible of inflicting any damages or injuries whatsoever. The Foundation, IVS, and IVPA (hereinafter, collectively, the "Charter Schools") specifically deny the allegations set forth in the Revocation Notices.
3. **Closure of IVS.** The Charter Schools shall cease operations and close IVS, and abide by the terms of the IVS Closure Protocol attached hereto as Exhibit A, as specified herein:
 - a. The Charter Schools shall fully comply and follow all deadlines and other requirements as set forth in the IVS Closure Protocol attached hereto as Exhibit A;
 - b. The Charter Schools shall work with and cooperate with DCS and/or its duly authorized representatives in good faith in effectuating the closure of IVS and with respect to the terms, deadlines, and other requirements of the IVS Closure Protocol and all other related matters;
 - c. IVS shall cease enrolling new students as of the Effective Date of this Agreement. In no event shall any new or returning student be enrolled after September 13, 2019;
 - d. IVS shall cease operations, which shall include student instruction and other related activity, no later than September 30, 2019 as specified:
 - i. Instruction for the 2019 senior cohort may continue up to and including September 30, 2019 and shall cease on or before that date;
 - ii. For all other students, instruction shall cease on or before 90 calendar days after the Effective Date of this Agreement or September 30, 2019, whichever date shall come first;
 - iii. No IVS student shall be included in the ME Report/ADM Count for IVS for the 2019-2020 school year as instruction shall cease no later than September 30, 2019 and will not continue for the entire 2019-2020 school year.
 - e. IVS may, at its election, maintain administrative staff for IVS until 150 calendar days after the Effective Date of this Agreement, for the sole and exclusive purpose of winding up and finalizing administrative tasks related to closure;

- f. IVS will fully close at such time as IVS administrative staff has completed all reasonably necessary administrative tasks related to the cessation of operations and closure of IVS, which in no event shall be later than 150 days after the Effective Date of this Agreement;
 - g. Upon obtaining written consent from the Indiana State Board of Accounts ("SBOA"), the Charter Schools may maintain past the date of closure a monetary reserve in an amount approved by SBOA, for the sole and exclusive purpose of meeting any and all audit requirements for IVS under the terms of the IVS Charter Agreement and/or applicable law. A separate account for IVS shall be maintained for the purpose of holding these reserve funds. Authorized access to this account shall be limited to the IVS's Treasurer and all payments or other withdrawals from the account must be pre-approved by the IVS Board before any such payment or withdrawal may be made. In agreeing to this reserve, DCS makes no representations or warranties, implicit or explicit, regarding whether such reserve is permitted by applicable law and only agrees to this reserve to the extent permitted by applicable law.
4. **Closure of IVPA.** The Charter Schools shall cease operations and close IVPA, and abide by the terms of the IVPA Closure Protocol attached hereto as Exhibit B, as specified herein:
- a. The Charter Schools shall fully comply and follow all deadlines and other requirements as set forth in the IVPA Closure Protocol attached hereto as Exhibit B;
 - b. The Charter Schools shall work with and cooperate with DCS and/or its duly authorized representatives in good faith in effectuating the closure of IVPA and with respect to the terms, deadlines, and other requirements of the IVPA Closure Protocol and all other related matters;
 - c. IVPA shall cease enrolling new students as of September 13, 2019 as permitted by Indiana Code § 20-24-5-5(c)(1) and (2). In no event shall any new or returning student be enrolled after September 13, 2019;
 - d. Students from IVS may transfer to IVPA on or before September 13, 2019, but only upon written and signed affirmative consent to transfer by the parent (for students under age 18) or the student (if the student is at least 18 years old) and upon completion of the onboarding process required by Indiana Code § 20-24-5-4.5 (after July 1, 2019);
 - e. Enrollment and/or transfer of certain 7th and 8th grade students formerly enrolled in IVS shall be permitted, subject to Section 6.1 of the IVPA Charter Agreement. Only IVS students that were enrolled and actively engaged in IVS 6th grade or 7th grade as of the last day of the IVS 2018-2019 school year will be permitted to transfer and/or enroll in IVPA as a 7th or 8th grade student. "Actively engaged" shall mean enrolled in at least one 6th or 7th grade course and completed at least one course assignment in the thirty (30) calendar days before the last day of the IVS 2018-2019 school year. No other 7th or 8th grade student may be enrolled in IVPA. 7th and 8th grade students transferring or enrolling from IVS are subject to the terms of Section 4(d) above.

- f. IVPA will purge its student rolls of all students who are non-compliant with IVPA's engagement policy no later than September 13, 2019. IVPA will, at a minimum, (1) ensure accuracy of non-compliance designation by checking the LMS and SIS; (2) ensuring that each of the required text, email, and letter communications have been sent to the address of record and/or any other known contact information (alternative address, telephone number(s), and/or email address(es)); and (3) ensuring good faith, appropriate efforts were made to contact the student and parent (if student under age 18) via telephone, email, or via other known contact information. If an IVPA student has not completed any assignment in any course in the past thirty (30) calendar days and cannot be contacted after a good faith effort lasting no more than ten (10) calendar days, then the student shall be removed from the student rolls and shall not be included in the ME Report/ADM Count for the 2019-2020 school year.
 - g. IVPA shall cease operations, which shall include student instruction and other related activity, no later than June 30, 2020;
 - h. The Charter Schools may, at its election, maintain administrative staff for IVPA until August 29, 2020, for the sole and exclusive purpose of winding up and finalizing administrative tasks related to closure;
 - i. IVPA will fully close at such time as IVPA administrative staff has completed all reasonably necessary administrative tasks related to the cessation of operations and closure of IVPA, which in no event shall be later than August 29, 2020;
 - j. Upon obtaining written consent from the Indiana State Board of Accounts ("SBOA"), the Charter Schools may maintain past the date of closure a monetary reserve in an amount approved by SBOA, for the sole and exclusive purpose of meeting any and all audit requirements for IVPA under the terms of the IVPA Charter Agreement and/or applicable law. A separate account for IVPA shall be maintained for the purpose of holding these reserve funds. Authorized access to this account shall be limited to the IVPA's Treasurer and all payments or other withdrawals from the account must be pre-approved by the IVPA Board before any such payment or withdrawal may be made. In agreeing to this reserve, DCS makes no representations or warranties, implicit or explicit, regarding whether such reserve is permitted by applicable law and only agrees to this reserve to the extent permitted by applicable law.
 - k. The Foundation will be dissolved as a corporate entity upon the earlier of (1) IVPA is approved as a 501(c)(3) organization by the IRS, or (2) when IVPA ceases operations and closes. The Charter Schools shall, accordingly, comply with Paragraph 3.4 of the IVS Charter Agreement and Paragraph 3.4 of the IVPA Charter Agreement.
5. **Amendment of the Charter School Agreements.** The Parties hereby amend the IVS Charter Agreement and the IVPA Charter Agreement contemporaneously with the execution of this Resolution Agreement, pursuant to Sections 4.1 and 16.5 of the IVS Charter Agreement and Section 16.5 of the IVPA Charter Agreement, in the form attached hereto as Exhibit C and Exhibit D.

6. **Withdrawal of the Revocation Notices and Suspension of Revocation Proceedings.** DCS agrees that it shall withdraw the Revocation Notices by vote of the DCS Board within seven (7) calendar days of the Effective Date of this Resolution Agreement. DCS agrees and acknowledges that by entering into this Resolution Agreement it is waiving the requirement in Section 14.5 of the IVS Charter Agreement and Section 14.5 of the IVPA Charter Agreement for a written response to the Revocation Notices by the Charter Schools and that the Charter Schools shall not be required to provide a written response to the Revocation Notices. The Charter Schools agree and acknowledge that DCS provided the Charter Schools with an opportunity to submit documents and give testimony in support of the continuation of the charter schools at a proceeding held for that purpose and that by entering into this Resolution Agreement, the Charter Schools are knowingly waiving their right to such a proceeding in relation to the Revocation Notices. Notwithstanding anything contained herein, the Parties agree that the disposition of the Charters for IVS and IVPA granted by DCS under the IVS Charter Agreement and the IVPA Charter Agreement shall be deemed a termination for the purposes of Indiana Code § 20-24-4-1.5.
7. **Cooperation and Relationship Pending Closure.** The Parties agree to work together in good faith to implement the Closure Protocols (Exhibits A and B) and, until the closure date of each respective school, with respect to the operation and maintenance of IVS and IVPA. The Charter Schools further agree as follows:
- a. IVPA will fully implement the IVPA “2017 Proposal to Charter” for the 2019-2020 school year beginning with the first instruction day of the school calendar year, including but not limited to:
 - i. Student/teacher ratio for IVPA shall be no more than 250:1 at all times until closure of IVPA and IVPA shall work in good faith to obtain a student/teacher ratio lower than 250:1. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report for each IVPA course as of the first calendar day of that month, which shall include course name and number, teacher name, and name and student identification number for each student enrolled in that course. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report that shows the total number of students enrolled in courses taught by each IVPA teacher as of the first calendar day of that month. Enrollment in IVS and/or IVPA shall be capped if student/teacher ratio goes above 250:1 at any point. A student that is not actively engaged in the course under the terms of IVPA’s engagement policy, or who has not completed an assignment in the course during the last thirty (30) days, should be withdrawn from the course.
 - ii. IVPA shall make a good faith effort to offer internship opportunities for high school juniors and seniors. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report listing all high school juniors and seniors assigned to an internship as of the first calendar day of that month, including but not limited to student name, student identification number, internship placement name and address, and how many days per week the student attends the assigned internship.
 - iii. IVPA instructors shall make a good faith effort to individually communicate via telephone, email, or text message with each student and parents (of

- students under age 18) at least once per month. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report listing all telephone, email, and/or text message communications and attempted communications between IVPA instructors and students and/or parents (of students under age 18) for the prior month, including but not limited to student name, student identification number, parent name(s) (if student is under age 18), instructor name, date and time of communication, method of communication, duration of communication, and general topic of communication.
- iv. Each IVPA teacher shall make a good faith effort to regularly conduct discussion-based assessment with his or her students, which shall occur at specific intervals in a course and shall be included in the assessment component of each course. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report listing all discussion-based assessments performed by IVPA teachers in the prior month, including but not limited to student name, student identification number, teacher name, course name and number, and date of discussion-based assessment.
 - v. IVPA will ensure that each IVPA student has a written individual plan that charts what the student has accomplished, what courses the student needs to take to meet student goals, and available internship and/or training opportunities for the student with the goal of graduation and post-graduation employment or further education. A copy of each student's individual plan will be given to the student no later than October 15, 2019 and updated and given to the student again no later than January 1, 2020. DCS shall have the right to inspect any and/or all individual student plans upon written request. Upon such request, IVPA shall provide DCS with access to all requested individual plans, either on-site, off-site, or by providing a copy, no more than seven calendar days after the request is made by DCS.
 - vi. IVPA shall promptly initiate interventions for each student that fails to log in to the LMS, complete assignments, maintain appropriate course pace, and/or disengages with the student's success coach. No later than the fifth calendar day of each month, IVPA shall deliver to DCS a report showing all Tier 1 Academics, Tier 2 Academics, and Tier 3 Academics students (as defined in the 2017 IVPA Proposal to Charter, page 12 "Interventions") for the prior month and all relevant interventions implemented for each listed student. In addition, for each Tier 2 student, the report shall include specific individual or small group interventions and, for each Tier 3 student, the report shall include the specific, custom-designed individual instruction that the student received. The report shall include student name, student identification number, a brief description of each intervention of the student, the date of each such intervention, and the name(s) of the IVPA employee that implemented each intervention.
- b. No later than July 1, 2019, the Charter Schools shall provide DCS with unrestricted access to Invision such that DCS is able to view data on all teachers, students, and courses.

- c. No later than July 1, 2019, the Charter Schools shall provide DCS with unrestricted access to Edmentum, Buzz, Plato, and/or any and all other LMS used by the Charter Schools such that DCS is able to view data on all teachers, students, and courses.
- d. Each student enrolled in IVPA shall complete an annual onboarding process approved by DCS, and in compliance with Indiana Code § 20-24-5-4.5 (effective July 1, 2019). No later than July 1, 2019, the Charter Schools shall provide DCS with a proposed onboarding process for IVPA for approval by DCS or further discussion and revision as may be warranted. The proposed onboarding process must include a requirement that a parent (of a student under age 18) or student (that is at least 18 years old) must complete and sign an affirmative written consent to enroll or remain enrolled in IVPA no later than September 13, 2019 and any student for which such affirmative written consent is not obtained shall be removed from the student rolls and shall not be included in the ME Report/ADM Count. No later than September 20, 2019, the Charter Schools shall provide DCS with written verification and documentation that all students enrolled in IVPA completed the onboarding process no later than September 13, 2019. IVPA shall fully cooperate with DCS in good faith to facilitate review and monitoring of IVPA compliance with Indiana Code § 20-24-5-4.5.
- e. No later than September 20, 2019, the Charter Schools shall provide DCS with verification and documentation that all students included in the ME Report for Period 1 for IVPA were actively engaged as of ME count day. "Actively engaged" shall mean that the student has completed at least one assignment in each class in which the student is enrolled during the one-week period immediately before ME Report/ADM Count Day. IVPA will provide DCS with a copy of its engagement policy no later than July 1, 2019 and will promptly provide DCS with a copy of any amendments, revisions, or other changes to the IVPA engagement policy.
- f. No later than September 20, 2019, the Charter School shall provide DCS with all known contact information for each student enrolled in IVS and/or IVPA, including but not limited to student name, student identification number, address, telephone number(s), and email address(es). If all such contact information is contained in Invision and the Charter Schools grant DCS unrestricted access to Invision as set forth in subsection (b) above, this access shall satisfy the requirement of this subsection.
- g. At least two weeks prior to each state testing date, the Charter Schools shall provide DCS with copies of all state testing schedules and shall provide written information identifying all examiners and proctors, all sessions, and each student expected to sit for each test. At least two weeks prior to each state testing date, the Charter Schools shall provide DCS copies of all testing accommodations for students entitled to testing accommodations under special education laws (IDEA/Article 7) and/or Section 504.
- h. No later than October 1, 2019, the Charter Schools shall provide DCS with written verification that the Charter Schools in full compliance with all applicable special education laws (IDEA/Article 7 and Section 504) for each student enrolled in IVPA, including but not limited to up-to-date Individual Education Programs (IEPs) and/or Section 504 Plan for each student qualified for special education or Section 504 accommodations, verification that each student's IEP and/or Section

504 Plan is being fully implemented, and verification that each student qualified for an IEP and/or Section 504 has had an annual and/or move-in case conference and/or Section 504 meeting within the past calendar year. The Charter Schools shall grant DCS unrestricted access to its special education/Section 504 files for each qualified student upon written request by DCS and within no more than seven calendar days after such written request is made by DCS.

- i. Within three calendar days after the Effective Date, the Charter Schools shall deliver to DCS a copy of the IVS and IVPA master school year calendars for the 2018-2019 school year and the 2019-2020 school year.
- j. The Charter Schools shall comply with any written request by DCS for data, information, and or documents related to the maintenance and operation of IVS and/or IVPA, the closure protocols, and/or compliance by the Charter Schools with applicable law no later than seven calendar days after such request is made.
- k. The Charter Schools shall participate in in-person and/or telephonic meetings at the request of DCS upon 48 hour written notice of any such meeting, or sooner upon mutual agreement of the Parties. DCS shall act in good faith to schedule such meetings at a time and place convenient for all participants.

8. **Remedies for Failure to Abide By Terms and Conditions of the Charter School Agreements, the Resolution Agreement, and/or Applicable Law.**

In the event that either Party fails to comply with any term or condition of this Resolution Agreement, the IVS Charter Agreement, the IVPA Charter Agreement, or any applicable law, the Parties agree that the following remedies will apply:

- a. In the event any Party fails to comply with any term or condition of this Resolution Agreement, the IVS Charter Agreement, the IVPA Charter Agreement, or any applicable law, the Parties agree that the other Party(ies) shall provide written notice of the alleged non-compliance and provide seven (7) calendar days for the non-complying party to cure or otherwise remedy the identified issue. In the event that the non-complying party fails to sufficiently cure or otherwise remedy the identified problem, the other Part(ies) may seek injunctive or declaratory judgment (pursuant to Section 13 below) as may be permitted by applicable law (which shall not limit remedies available for breach by DCS of the terms and conditions of Paragraph 9 below). The Charter Schools acknowledge that the notice requirements of Indiana Code § 34-13-3.5 applies to any action brought against DCS under the laws of the United States and/or the State of Indiana.
- b. In the event the Foundation, IVS, and/or IVPA fails to comply with any term or condition of this Resolution Agreement and the breach is not timely cured, the IVS Charter Agreement, the IVPA Charter Agreement, or any applicable law, the Parties agree that DCS may issue a revocation notice pursuant to Section 14.5 of the IVS Charter Agreement or Section 14.5 of the IVPA Charter Agreement, and pursuant to Indiana Code § 20-24-4-3(b) and § 20-24-9-4. In the event that DCS does issue such revocation notice, the Charter Schools shall be given no more than 15 business days to submit a written response to the revocation notice (i.e. no extensions shall be given), a public meeting pursuant to Indiana Code § 20-24-4-3(b)(3) shall be held no later than 30 calendar days after the date of the revocation notice (i.e. no extensions shall be given), and the DCS Board shall vote on the

question of revocation no later than 30 days after DCS received the Charter Schools' written response or after a reasonable period for deliberation if no written response is received.

- c. Nothing contained herein shall limit the remedies available under the terms and conditions of the IVS Charter Agreement or the IVPA Charter Agreement.
9. **Repayment of Overpayments.** The Parties agree that, over time, the Charter Schools have overpaid DCS for payments due under Section 2.3 of the IVS Charter Agreement and Section 2.3 of the IVPA Charter Agreement, resulting in an overpayment to DCS in the amount of \$545,061.85 for IVS and \$99,208.94 for IVPA. The Parties agree that DCS shall repay these overpayments to the Charter Schools as follows:
- a. DCS shall make payment of \$545,061.85 for overpayment for IVS, payable to Indiana Virtual Education Foundation, Inc., no later than 90 days after the Effective Date of this Agreement or September 30, 2019, whichever comes first.
 - b. Beginning with the first monthly payment due to DCS pursuant to Section 2.3 of the IVPA Charter Agreement after the Effective Date of this Agreement, IVPA will withhold payment of each month's 3% administrative fee until IVPA has been fully reimbursed for the overpayment. By the 25th day of each month, IVPA will provide DCS with a monthly statement containing, the following entries for IVPA: (1) the month/year of the administrative fee calculation; (2) IVPA's basic tuition support received; (3) the authorizer fee calculation (3% of the basic tuition support); and (4) the running balance of the total authorizer fee remaining owed after crediting the amount owed. In the event that DCS has not fully reimbursed the Charter Schools for the overpayment for IVPA by May 15, 2020, IVPA shall issue a statement to DCS in the form set forth above no later than May 30, 2020, and DCS shall make payment in the remaining amount due, payable to Indiana Virtual Education Foundation, Inc., no later than June 15, 2020.
10. **Entire Agreement.** This Agreement and the Charter School Agreements, as amended, constitute the entire agreement and understanding between the Parties and supersedes all prior and contemporaneous oral and written agreements and understandings of any kind between the parties to this Agreement. The Parties also understand and agree that in the event that any provision of this Agreement is deemed to be invalid or unenforceable by any Court or administrative agency of competent jurisdiction, the Agreement shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render the same valid and enforceable.
11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, predecessors, affiliates, successors, assigns, officers, attorneys, agents or representatives.
12. **Opportunity for Review by Counsel.** All Parties hereby specifically acknowledge that they have read and understand this Agreement, that all Parties have had the opportunity to review this Agreement with counsel, if desired, and that all Parties have voluntarily entered

into this Agreement with full knowledge of its terms and conditions and such terms and conditions are binding upon the Parties hereto.

13. **Jurisdiction.** Any dispute between the Parties relating to or arising out of this Agreement or obligations under it shall be submitted for resolution exclusively to the Delaware County, Indiana Circuit or Superior Court. Indiana law shall govern this Agreement.
14. **Amendments.** No amendments or variations of the terms of this Agreement shall be made without the express written consent of all Parties to this Agreement.
15. **Counterparts.** This Agreement may be executed in counterparts and signed by the Parties hereto on separate originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the dates noted below:

Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual School

By: Thomas A. Krudy

Name: Thomas A. Krudy

Chairman of the Board

Date: 6-17-19

Indiana Virtual Education Foundation, Inc. d/b/a Indiana Virtual Pathways Academy

By: Thomas A. Krudy

Name: Thomas A. Krudy

Chairman of the Board

Date: 6-17-19

Indiana Virtual Education Foundation, Inc.

By: Thomas A. Krudy

Name: Thomas A. Krudy

Chairman of the Board

Date: 6-17-19

Daleville Community School Corporation

By: _____

Diane Evans

President of the Daleville Community School Corporation Board of Trustees

Date: _____

and

By: _____

Vickie Rees

Secretary of the Daleville Community School Corporation Board of Trustees

Date: _____